

## UNITED STATES BANKRUPTCY COURT, WESTERN DISTRICT OF WISCONSIN

[www.wiwb.uscourts.gov](http://www.wiwb.uscourts.gov)**CHAPTER 13 PLAN (Individual Adjustment of Debts)**

- ☐ \_\_\_\_\_ Original Plan
- ☐ \_\_\_\_\_ Amended Plan (Indicate 1st, 2nd, etc. Amended, if applicable)
- ☒ 1st \_\_\_\_\_ Modified Plan (Indicate 1st, 2nd, etc. Modified, if applicable)

DEBTOR: David Lester Warfel, Jr. JOINT DEBTOR: Jeanne Marie Warfel CASE NO.: 20-11651SS#: xxx-xx- 8057SS#: xxx-xx-8296**I. NOTICES**

- To Debtors: Plans that do not comply with local rules and judicial rulings may not be confirmable. All plans, amended plans and modified plans shall be served upon all creditors and a certificate of service filed with the Clerk pursuant to Local Rules 3015-1, 3015-2, and 3015-3.
- To Creditors: Your rights may be affected by this plan. You must file a timely proof of claim in order to be paid. Your claim may be reduced, modified or eliminated.
- To All Parties: The plan contains no nonstandard provisions other than those set out in paragraph VIII. Debtor(s) must check one box on each line listed below in this section to state whether the plan includes any of the following:

The valuation of a secured claim, set out in Section III, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section III	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
Nonstandard provisions, set out in Section VIII	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

**TO ALL PARTIES:**

**Unless otherwise provided for in this plan, the Trustee shall disburse payments in the following order: administrative expenses including trustee and attorney fees, secured claims, priority claims, general unsecured claims.**

**II. PLAN PAYMENTS, LENGTH OF PLAN AND DEBTOR(S)' ATTORNEY'S FEE**

- A. MONTHLY PLAN PAYMENT:** This Plan pays for the benefit of the creditors the amounts listed below, including trustee's fees beginning 30 days from the filing/conversion date. Debtor(s) will make payments by employer wage order, unless otherwise specified herein. The payments must be made for the Applicable Commitment Period, either 36 or 60 months, or for a shorter period that is sufficient to pay allowed nonpriority unsecured claims in full.

1. \$3,628.46 for 2 months;
2. \$3,647.71 for 3 months;
3. \$0.00 for 1 months;
4. \$3,647.71 for 3 months;
5. \$0.00 for 3 months;
6. \$2,647.71 for 1 months;
7. \$0.00 for 1 months;
8. \$3,000.00 for 1 months;
9. \$3,168.12 for 5 months;
10. \$5,016.77 for 5 months;
11. \$0.00 for 1 months;
12. \$5,164.33 for 34 months;

The total amount of estimated payments to the trustee: \$251,302.56

**B. DEBTOR(S)' ATTORNEY'S FEE:**☐ NONE ☐ PRO BONO

Total Fees: \$11777.00 Total Paid: \$1998.00 Balance Due: \$9779.00  
 Payable \$0.00 /month (Months      to      )

Includes \$310 filing fee.

**III. TREATMENT OF SECURED CLAIMS****A. SECURED CLAIMS:** ☐ NONE

[Retain Liens pursuant to 11 U.S.C. §1325 (a)(5)] Mortgage(s)/Lien on Real or Personal Property:

1. Creditor: John & Kathy OstrowskiAddress: 10220 Locust Rd  
Rosholt, WI 54473Arrearage/ Payoff on Petition Date \$125,000Arrears Payment (Cure) \$2,358.90 /monthAccount No.:                     Other: 5%☒ Real Property☐ Principal Residence☒ Other Real Property

Check one below for Real Property:

☐ Escrow is included in the regular payments☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral:

1060 Peach Lane  
Minocqua, WI 54548☐ Personal Property/VehicleDescription of Collateral: real estate only--home is manufactured home installed after purchase2. Creditor: JP Morgan Chase Bank/AutoAddress: PO Box 901003  
Fort Worth, TX 76101Arrearage/ Payoff on Petition Date \$37,355[Select Payment Type] \$0.00 /monthAccount No.:                     Other: 6.29%☐ Real Property☐ Principal Residence☐ Other Real Property

Check one below for Real Property:

☐ Escrow is included in the regular payments☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral:

☒ Personal Property/VehicleDescription of Collateral: 2019 Jeep Cherokee3. Creditor: Sheffield FinancialAddress: PO Box 25127  
Winston-Salem, NC  
27114Arrearage/ Payoff on Petition Date \$4,448.00[Select Payment Type] \$0.00 /month

Account No.: \_\_\_\_\_

Other: 1.22%

- ☐ Real Property
- ☐ Principal Residence
- ☒ Other Real Property

Check one below for Real Property:

- ☐ Escrow is included in the regular payments
- ☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral:

- ☒ Personal Property/Vehicle

Description of Collateral: Husqvarna Tractor and Snow Plow attachment4. Creditor: Maier Water Care

Address: \_\_\_\_\_

Arrearage/ Payoff on Petition Date \$1,700.00[Select Payment Type] \$0.00 /month

Account No.: \_\_\_\_\_

Other: 5%

- ☐ Real Property
- ☐ Principal Residence
- ☐ Other Real Property

Check one below for Real Property:

- ☐ Escrow is included in the regular payments
- ☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral:

- ☐ Personal Property/Vehicle

Description of Collateral: water care system5. Creditor: Big Shed Rental Company, LLCAddress: P.O. Box 331378  
Murfreesboro, TN 37133Arrearage/ Payoff on Petition Date \$2,802.96[Select Payment Type] \$0.00 /month

Account No.: \_\_\_\_\_

Other: \_\_\_\_\_

- ☐ Real Property
- ☐ Principal Residence
- ☐ Other Real Property

Check one below for Real Property:

- ☐ Escrow is included in the regular payments
- ☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral:

- ☐ Personal Property/Vehicle

Description of Collateral: shed6. Creditor: Vilas County Treasurer

Address: \_\_\_\_\_

Arrearage/ Payoff on Petition Date \$1,676.37[Select Payment Type] \$0.00 /month

Account No.: \_\_\_\_\_

Other: 12%☒ Real Property☒ Principal Residence☐ Other Real Property

Check one below for Real Property:

☐ Escrow is included in the regular payments☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral: \_\_\_\_\_

☐ Personal Property/VehicleDescription of Collateral: homestead7. Creditor: Wells Fargo Bank, N.A.Address: P.O. Box 10438,  
MACF8235-02F  
Des Moines, IA 50306Arrearage/ Payoff on Petition Date 51.09/1,026.68[Select Payment Type] \$0.00 /month

Account No.: \_\_\_\_\_

Other: \_\_\_\_\_

☐ Real Property☐ Principal Residence☐ Other Real Property

Check one below for Real Property:

☐ Escrow is included in the regular payments☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral: \_\_\_\_\_

☒ Personal Property/VehicleDescription of Collateral: items purchased from Furniture & Appliance mart8. Creditor: Rynders Companies, Inc.Address: 10322 Hwy 70 W  
Minocqua, WI 54548Arrearage/ Payoff on Petition Date 11,459.51[Select Payment Type] \$0.00 /month

Account No.: \_\_\_\_\_

Other: legal rate of 5%☒ Real Property☒ Principal Residence☐ Other Real Property

Check one below for Real Property:

☐ Escrow is included in the regular payments☐ The debtor(s) will pay ☐ taxes ☐ insurance directly

Address of Collateral: \_\_\_\_\_

1060 Peach LaneMinocqua, WI 54548☐ Personal Property/Vehicle

Description of Collateral: \_\_\_\_\_

**B. VALUATION OF COLLATERAL:** ☐ NONE

IF YOU ARE A SECURED CREDITOR LISTED BELOW, THE PLAN SEEKS TO VALUE THE COLLATERAL SECURING YOUR CLAIM IN THE AMOUNT INDICATED. A SEPARATE MOTION WILL ALSO BE SERVED UPON YOU PURSUANT TO BR 7004 AND LR 3015-1.

1. **REAL PROPERTY:** ☒ NONE

2. **VEHICLES(S):** ☒ NONE

3. **PERSONAL PROPERTY:** ☒ NONE

C. **LIEN AVOIDANCE** ☐ NONE

☐ Judicial liens or nonpossessory, nonpurchase money security interests securing the claims will be avoided to the extent that they impair the exemptions under 11 U.S.C. § 522 as listed below. A separate motion will also be served pursuant to BR 7004 and LR 3015-1.

1. Creditor: <u>21st Mortgage Corporation</u>	Collateral: <u>1060 Peach Lane, Minocqua, WI 54548</u> <u>2019 Skyline manufactured home</u>
Address: <u>620 Market Street, Suite 100</u> <u>Knoxville, TN 37902-2207</u>	Exemption: <u>11 USC § 522(d)(1)</u>
Account No.: <u>1678</u>	

D. **SURRENDER OF COLLATERAL:** Secured claims filed by any creditor granted stay relief in this section shall not receive a distribution from the Chapter 13 Trustee.

☒ NONE

E. **DIRECT PAYMENTS SECURED CLAIMS:**

☒ NONE

IV. **TREATMENT OF FEES AND PRIORITY CLAIMS** [as defined in 11 U.S.C. §507 and 11 U.S.C. § 1322(a)(4)]

A. **ADMINISTRATIVE FEES OTHER THAN DEBTORS(S)' ATTORNEY'S FEE:** ☒ NONE

B. **PRIORITY TAX CLAIMS:** ☒ NONE

C. **DOMESTIC SUPPORT OBLIGATION(S):** ☒ NONE

D. **OTHER:** ☒ NONE

V. **TREATMENT OF UNSECURED NONPRIORITY CREDITORS**

A. Pay \$0.00 /month

Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.

B. ☐ If checked, the Debtor(s) will amend/modify to pay 100% to all allowed unsecured nonpriority claims.

C. **SEPARATELY CLASSIFIED:** ☒ NONE

\*Debtor(s) certify the separate classification(s) of the claim(s) listed above will not prejudice other unsecured nonpriority creditors pursuant to 11 U.S.C. § 1322.

VI. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES:** Secured claims filed by any creditor/lessor granted stay relief in this section shall not receive a distribution from the Chapter 13 Trustee.

☐ NONE

☐ Unless provided for under a separate section, the debtor(s) request that upon confirmation of this plan, the automatic stay be terminated in rem as to the debtor(s) and in rem and in personam as to any codebtor(s) as to these creditors/lessors. Nothing herein is intended to terminate or abrogate the debtor(s)' state law contract rights.

Name of Creditor	Collateral	Acct. No.	Assume/Reject
1. Big Shed Rental Company, LLC	Lofted Barn - 10x12	1016	<input checked="" type="checkbox"/> Assume <input type="checkbox"/> Reject

VII. **INCOME TAX RETURNS AND REFUNDS:** ☐ NONE

☒ Debtor(s) will not provide tax returns unless requested by any interested party pursuant to 11 U.S.C. § 521.

- ☐ The debtor(s) is hereby advised that the chapter 13 trustee has requested that the debtor(s) comply with 521(f) 1-4 on an annual basis during the pendency of this case. The debtor(s) will not provide tax returns unless requested by any interested party pursuant to 11 USC 521. If returns are requested, the debtor(s) hereby acknowledge that the deadline for providing the Trustee with their filed tax returns is on or before May 15 of each year the case pending.

**VIII. NON-STANDARD PLAN PROVISIONS** ☐ NONE

- ☒ Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

This plan is intended to be a "pot" plan. The monies paid to the Trustee shall be paid in the trustee's discretion to the claims as they appear, including the Debtor's attorney's fees, with the unsecured claims being paid last.

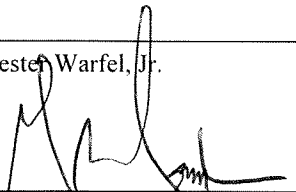
The Maher and Big Shed debts arise from lease to purchase agreements. Their claims are being treated as fully amortized with a 5% interest rate added.

The claim of Kathy and John Ostrowski have been receiving adequate protection payments and should continue to receive them until confirmation. The plan proposes that the payment of their entire claim will be made through the trustee. Between the adequate protection payments made and the payment set forth in the Plan above, the entire amount of their claim should be paid in full.

- ☐ Mortgage Modification Mediation

**PROPERTY OF THE ESTATE WILL VEST IN THE DEBTOR(S) UPON PLAN CONFIRMATION.**

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

Debtor <hr/> David Lester Warfel, Jr. <hr/>  Attorney with permission to sign on Debtor(s)' behalf	Date <hr/> <hr/> 9/16/22 Date	Joint Debtor <hr/> Jeanne Marie Warfel <hr/> <hr/> Date
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**By filing this document, the Attorney for Debtor(s) or Debtor(s), if not represented by counsel, certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form Chapter 13 Plan and the plan contains no nonstandard provisions other than those set out in paragraph VIII.**